

## TERMS AND CONDITIONS FOR THE 2022 ASISA Foundation WageWise WhatsApp Business Account

**ATTENTION: To the extent that the Participant is a consumer for the purposes of the Consumer Protection Act 68 of 2008, as amended from time to time ("CPA") then, the Participant's attention is drawn to the highlighted clauses in these terms and conditions as they contain a limitation of the risk or liability of the ASISA Foundation, or constitute an assumption of risk or liability by the Participant, or an indemnification of the Foundation.**

If there is any provision in these Terms and Conditions that the Participant does not understand, it is the Participant's responsibility to ask the Foundation to explain it to him/her before the Participant accepts the Terms and Conditions or participates in the Survey.

1. This survey is conducted by Genesis Analytics on behalf of the ASISA Foundation. Their WageWise WhatsApp business account ("**the Survey**") is owned by the trustees for the time being of the ASISA Foundation Trust (Master's Reference number: IT711/2011) ("**the Foundation**")
2. This Campaign will run from {11 July 2022} until {Dec 2024}.
3. The Foundation reserves the right (on its sole and absolute discretion) to extend, shorten, suspend the time period of the Campaign or terminate the Campaign for technical, commercial, and/or operational reasons, or for reasons beyond its control. The Campaign, incentives and Terms and Conditions may be reasonably amended by the Foundation, at any time during the campaign.
4. Any persons taking part in this Survey ("**Participant**") accept and agree that they have had an opportunity to read and consider these terms and conditions as read with WhatsApp Business Terms of Service (<https://www.whatsapp.com/legal/business-terms/?lang=en>) ("**Terms and Conditions**") and that they are bound by the Terms and Conditions.
5. Any cost for operating the Survey on WhatsApp such as airtime or data costs will be the responsibility of the Participant, which carries standard network data rates to access. **Upon completing the Survey, the Participant will be awarded airtime as an incentive and to reimburse the participant's data costs.**
6. Instant airtime and mobile data incentives will be automatically allocated to the Participant's mobile number instantly on submitting the completed relevant quiz and/or survey.
7. It is the responsibility of the Participant to ensure that his/her entry is received within the time period specified in each survey.
8. **The Foundation shall not be responsible for the failure of any technical element relating to this Survey that may result in the relevant survey not being successfully submitted.**
9. Should an airtime or mobile data incentive be awarded to a mobile number that is unable to utilise such an incentive (i.e. the number is not on a prepaid subscription) then the incentive will be recycled into the incentive pool for distribution to other participants.
10. Incentives are not transferrable and may not be exchanged for cash. The Foundation reserves the right to substitute the incentive/s with any other incentive of comparable commercial value.
11. By participating in the Survey you agree to give Genesis Analytics and the ASISA Foundation permission to contact you via WhatsApp and SMS for promotional or informational purposes related to the Survey. You may opt-out of this contact list by replying STOP to any SMS you

have received. You also have the choice to block the business should you not want to receive any WhatsApp messaging.

#### **DISCLAIMER AND LIMITATION OF LIABILITY**

**We endeavour to ensure the reliability of this WhatsApp account and all content available hereon. However, in light of human and technical error and malfunction and other aspects, to the extent permitted by law, we provide no warranties, representations, statements or guarantees whatsoever (whether express, tacit or implied) in relation to this account, including without limitation the accuracy and completeness of its content and the availability of this channel.**

**Nothing on this account constitutes, or is intended to constitute, advice of any kind, and must not be construed as such. You should seek the advice of professionals prior to making any decision of any nature based on the content made available on this WhatsApp account. Your reliance in any manner on this account is accordingly at your risk.**

#### **INDEMNITY**

**By entering and participating in the Survey, the Participant unconditionally and irrevocably indemnifies and holds harmless the Foundation, as well as its successors and assigns, directors, employees, agents or consultants against all and any losses, claims, proceeding, actions, damages, (direct, consequential or otherwise) liability, demands, expenses, legal costs (on an attorney and own client basis) howsoever arising out of, based upon, or in connection with (directly or indirectly) the Participant's participation.**

#### **LINKS TO THIRD PARTY WEBSITES AND APPLICATIONS ("External Links")**

External links may be provided for your convenience, but they are beyond our control and no representations, warranties or endorsements are made as to their content or services. When visiting external links, you must refer to that external link terms and conditions of use. Use or reliance on any external links provided is subject to the applicable third-party privacy statement and is at your own risk.

#### **COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS**

Except where expressly stated to the contrary, copyright and intellectual property rights in all materials, texts, drawings, videos and data made available on this WhatsApp account (collectively "**the materials**") are owned by the ASISA Foundation, alternatively we are the lawful user thereof, and are protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will constitute an infringement of such copyright and other intellectual property rights; save that you may use the materials or any component thereof for your own internal purposes. The trademarks, names, logos and service marks (collectively "**trademarks**") displayed on this WhatsApp Account are registered and unregistered trademarks of the ASISA Foundation or are licensed to the ASISA Foundation. Nothing contained on this WhatsApp account should be construed as granting any licence or right to use any trademark without the prior written permission of the ASISA Foundation.

#### **PERSONAL INFORMATION**

By participating in this Survey, the Participant confirms that he/she is aware that his or her personal information (including personal information contained in electronic communications) is being

collected by Genesis Analytics and will be processed for the purposes of conducting this Survey. Protecting the Participant's personal information is very important to the Foundation, please read our privacy policy on our website [www.asisafoundation.org.za](http://www.asisafoundation.org.za), which details how this information is processed.

#### **CPA**

No term or condition of these Terms and Conditions is intended to breach any peremptory provisions of the CPA and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be deemed to be separate and severable from the remaining provisions hereof and to the extent that same is a Prohibited Provision, be deemed to be pro non script and the remaining provisions of the Terms and Conditions shall remain in full force and effect

#### **DISPUTES**

Should any dispute arise in relation to these Terms and Conditions, the Foundation's decision be final and no correspondence shall be entered into.